

**Terms & Conditions T&C- V121**  
**(Terms & Conditions for SmartShare Service )**



The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's Terms and Conditions for Mobile Telephone Service (please refer to T&C01 published at [www.smartone.com](http://www.smartone.com)).

**1. Acceptance of Terms**

- 1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer"), a user of SmartShare Service ("the Service"). BY USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If the Customer does not agree to any of these terms and conditions, you may not use the Service.

**2. SmartShare Service (the "Service")**

- 2.1 The Service allows you to use voice calls and data connection on the paired wearable devices using the same mobile number as your smartphone in Hong Kong.
- 2.2 The Service is only available to existing customers who have subscribed to the designated Company's mobile service plan (not applicable to Prepaid customers).
- 2.3 Compatible smartphone and wearable devices are required for the Service.
- 2.4 You can use this Service on only one paired wearable device each time. Once you switch to use another paired wearable device by changing the setting at the paired Smartphone, the Service on your previous paired wearable device is suspended immediately.
- 2.5 An eSIM is configured to your paired wearable device after service subscription and pairing.
- 2.6 The Customer understands and agrees that the provision and quality of the Service are contingent upon the technology and performance of the data network. The Service may also be affected by other factors, including but not limited to the mobile device, Internet firewall settings, the reliability and security of the Internet connection supported by the Customer's network and any applicable laws and regulations. The provision of the Service and the manner and the standard of such provision shall be subject to the final decision of the Company.
- 2.7 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without prior notice to the Customer.
- 2.8 Any actions on jailbroken or rooted devices are to be undertaken at the Customer's own risk.
- 2.9 For the SmarTone number that you will use with the Service, the Company shall use such number for (i) verifying your eligibility for the Service; and (ii) billing of the Service to your corresponding account.
- 2.10 The Customer agrees:
- a) to use the Service for personal and non-commercial use only; and
  - b) not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Service for any reason or assist another person to do so.

**3. Service Charges**

Service Plan	Monthly Service Fee	Contract Term
SmartShare Service	\$18	No fixed contract period

- 3.1 Usage of the Service on the paired wearable devices will incur voice and data. It will be deducted from your subscribed service plan and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.



- 3.2 If you use the Service to make outgoing calls to non-Hong Kong phone numbers from Hong Kong, applicable IDD charges will apply. If you use the Service and make an international call with the "+" prefix, SmarTone's 001 IDD service will be used and relevant charges will apply. If you use the Service and make an international call with the "1638" prefix, the 1638 IDD service will be used and relevant charges will apply. Prior registration is required and you are also required to pay for the IDD services provided by SmarTone or any other telecommunications service providers for the use of such IDD services together with the Service.
- 3.3 The Company reserves the right to vary service details and/or service charges for the Service at any time, as it sees fit, by giving prior notice to the customer.

#### **4. SmartShare – Roaming service**

- 4.1 Roaming service only apply for Personal SmartShare, and with following conditions:
  - a) Used in VOLTE areas covered under SmarTone roaming;
  - b) Used with a compatible smartphone, wearable devices and an eligible mobile service plan;
  - c) Used on smartphones and wearable devices running designated software versions of compatible mobile operating systems of iOS;
  - d) The mobile number paired with wearable devices ("Mobile Number") has roaming service enabled.For details of roaming service, please click [here](#)
- 4.2 Mobile Number can active "Data Roaming Day Pass" or "Upgraded" Roaming Data Day Plan ("Data Roaming Day Plan") to use roaming data service. Please click [here](#) for details of "Data Roaming Day Pass". Please click [here](#) for details of "Upgraded" Roaming Data Day Plan.
- 4.3 When the paired smartphones and wearable devices using Data Roaming Day Plan in the same destinations within the same day, daily fee will be charged once.
- 4.4 When the paired smartphones and wearable devices using Data Roaming Day Plan in different destinations within the same day, daily fee will be per destinations.
- 4.5 When the paired smartphones and wearable devices using "Data Roaming Day Pass" for roaming data service, the total full-speed roaming data usage in the same or different destinations on the same day is 1GB. When daily data usage reaches 1GB, a SMS notification will be sent to the paired mobile number, customer may reply to the SMS to purchase extra full speed roaming data. If no additional purchase for full speed data is made, the data speed will be at up to 512kbps for the Customer to continue with the use of data roaming.

#### **5. Intellectual Property rights**

- 5.1 The design of the Service along with any service features ("Applications") and the trademarks, service marks and logos contained therein ("Marks") are owned by the Company and is protected by applicable intellectual property laws (including but not limited to copyright). Except to the extent permitted by law, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

#### **6. Privacy Policy**

- 6.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit [smartone.com/privacypolicyen](https://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.
- 6.2 The Company will do its best to keep the Customer's privacy safe, but still needs the Customer's help. Please protect your own personal information carefully.

**7. Applicable Laws**

- 7.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to the use of the Service.
- 7.2 The Customer expressly agrees the courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service.

**8. Limitation of Liability**

- 8.1 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer or any person arising (directly or indirectly) from or out of or relating to the Service.

**9. Advertisement**

- 9.1 The Customer acknowledges and agrees that the Service includes advertisements.
  - 9.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Service.
  - 9.3 The Company does not represent or endorse the accuracy or reliability of any information, contents or advertisements contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by the Customer as a result of an advertisement or any other information displayed in the Service.
  - 9.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed the Customer's name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with the Customer.
10. The Company reserves the right for the final decision on the Service and to revise the terms and conditions from time to time.
11. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.